

Memorandum of Understanding between United Educators of San Francisco and the San Francisco Unified School District Regarding Distance Learning Related to the COVID-19 Pandemic

April 13, 2020

The San Francisco Unified School District (“District” or “SFUSD”) and United Educators of San Francisco (“UESF”) enter into this Memorandum of Understanding (“MOU”) regarding distance learning related to the COVID-19 pandemic.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of COVID-19 during the 2019-2020 school year.

The District and UESF agree as follows:

1. Acknowledgment of Public Schools as an Essential Community Service

1.1. The Parties recognize that no distance learning model can provide a comprehensive and sufficient learning environment. Our schools are critical providers of not only education but basic social services like food, healthcare, and mental health counseling.

1.2. Due to the unprecedented circumstances of the COVID-19 pandemic, SFUSD is launching a distance learning program to provide continued educational opportunities to SFUSD’s students.

2. Defining “Distance Learning,” Assessment, and Student Expectations

2.1. The District and UESF recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods may include on-line instruction, printed instructional materials, phone calls, emails, and text reminder applications.

2.1.1. As educators work to implement distance learning, flexibility and grace for all will be crucial. At this moment, we will all need to model resilience, critical and creative thinking, thoughtful responsiveness, compassion, and empathy to ensure that students continue to grow personally and academically.

2.2. District and State summative assessments scheduled after March 13, 2020, have been suspended.

2.3. Students will be “held harmless,” and will not receive a lesser grade than their grade after March 13, 2020, as a result of engaging in distance learning.

2.3.1 This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.

2.3.2 The District shall establish equitable grading policies and procedures that recognize the distinctly different needs and challenges associated with issuing grades for students at all grade levels. UESF and the District shall jointly establish a committee to consult on grading policies during the emergency school closure.

(Additional details about grading are pending a Policy Decision by the Board of Education.)

2.4. The District, in collaboration with UESF, agrees to make provisions for staff to enable students to engage in distance learning. This model will provide unit members with an alternative method of delivering instruction/services that do not require unit members to physically report to a work location.

3. Implementing Distance Learning

3.1. Bargaining unit members shall be provided time to prepare lessons and resources to transition to graded distance learning from March 23, 2020, through April 10, 2020, excluding Spring Break, March 30, 2020, through April 3.

During the implementation of distance learning, educator-assigned tasks and activities can only result in improving academic and citizenship grades. Educators may offer make-up opportunities for tasks assigned prior to school closure.

3.1.1. Distance learning will start on April 13, 2020.

3.2. In the event that a unit member can return to their worksite/workspace to collect needed items, the time and date shall be communicated to unit members by their administrator, at least one week in advance.

3.3. Unit members being required to provide distance, remote, or home learning shall be adequately trained and provided with the required materials, including an electronic device and Internet access if needed. Stipends or other form of remuneration shall be provided for use of personal devices and phones, and for access to the internet, amount of such stipends or other form of remuneration to be determined.

3.4. Per District policy, unit members shall not be liable for damage to District equipment, unless the damage was caused by the unit member's dishonesty, theft, deliberate property destruction, or other willful act, or gross negligence.

3.5. The District shall coordinate the distribution of appropriate printed instructional materials to students and families who are unable to access online instruction.

3.6. Unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually throughout the implementation of distance learning.

3.6.1 Professional development appropriate for the different programs (e.g. early childhood, special education, speech/language, nursing, counseling, school psychology) shall be offered through their respective departments.

3.7. Information regarding training opportunities shall be communicated with all bargaining unit members via SFUSD email. Unit members who do not currently have access to email shall be provided by the District with the means to access log-in information and how-to support to access their SFUSD emails on any device, or with hard-copy communications, mailed to their addresses on record with the District.

3.8. The District shall provide unit members with ongoing technical support via virtual tools on district recommended and district issued platforms and tools for distance learning. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on distance learning platforms and instructional materials.

3.9. The District shall provide assistance and problem-solving to unit members who have concerns with their workspace or equipment. The Parties will monitor the implementation of this section in order to identify any members who may need additional support.

3.9 The District shall create a plan to address continued student learning via distance learning when bargaining unit members become unable to perform their duties due to extended illness. Such a plan shall ensure that long-term substitutes assigned for this purpose are provided, to the greatest extent possible, with the necessary training and equipment to meet the obligations of the assignment.

4. Workday and Hours

4.1. Considering the personal challenges (e.g., members' own childcare/family concerns/needs), presented by the Order of the State Public Health Officer for "all individuals living in the State of California to stay home or at their place of residence", bargaining unit members shall not be required to maintain a prescribed daily schedule throughout the emergency school closure. Unit members engaging in synchronous learning will need to collaborate with colleagues.

4.1.1. Unit members shall not be expected to replicate the regular, in-person, school day when delivering distance learning instruction/services.

4.2. The daily schedule for all unit members, certificated and classified, shall not be required to exceed 240 minutes, inclusive of direct/indirect services, instruction, and flexible schedule time during this period of distance learning) (see 4.2.2).

4.2.1. Direct service/instruction may be either synchronous or asynchronous.

4.2.1.1 "Direct service/instruction" includes any instructional material posted or provided by unit members for the participation of students.

4.2.2. Flexible schedule time may include, but is not limited to, the following activities:

- Planning instruction and/or services
- Co-planning among colleagues
- Virtual Office Hours
- Monitoring Student Activity
- Gathering Formative and Summative Assessments
- Sharing Progress with Students and Families
- Providing Feedback to Students
- Grading
- Collaborating with other unit members and Support Staff
- Participating in Professional Development and Staff Meetings
- Participating in IEP Meetings

5. Communication, Collaboration, Privacy, and Security

5.1. Unit members shall check their District email daily during the regular workweek.

5.2. In coordination with site administration, staff shall collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be prescribed by the District or site administration.

5.3. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Unit members shall not be required to provide personal cell or land line phone numbers. Unit members shall not use personal email addresses to communicate with parents or students.

5.4. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).

5.5. During the time of COVID-19 schools' closure, required professional development shall be limited to distance learning strategies and use of technology, including maintaining professional boundaries.

5.6. Unit members shall not be required to use any form of live video to provide distance learning services, nor shall any party record live distance learning services.

5.6.1. The District shall create acceptable use policies on the use of live video distance learning platforms, and shall share the acceptable use policies with all unit members, students, and their parents/guardians.

6. Curriculum, Content, and Scheduling of Distance Learning

6.1. Any curriculum resources or lessons provided by the District should be considered the suggested baseline (or a starting point for instruction). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may develop activities to support and encourage their own innovative teaching modalities.

6.1.1 Curriculum resources and lessons should be differentiated and responsive to social-emotional, student needs during this time.

6.2. Bargaining unit members will be expected to provide standards-based instruction, resources, and support to students through distance learning.

6.3. Teachers will not be required to turn in conventional lesson plans. Teachers will be required to share their weekly schedules and planned subject matter.

6.4. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students.

7. Counselors, Social Workers, and Nurses

7.1 Counselors and social workers shall provide virtual or telephone appointments to students for regular school counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as determined by the counselor's professional discretion.

7.2 School Nurses shall provide regular school nurse services to students via email, telephone, or other virtual tools, as determined by the school nurse's professional discretion.

7.2.1. Any school nurse that receives District approval to volunteer, and is accepted into the California Health Corps, or the San Francisco Medical Reserve Corps, shall maintain paid status with SFUSD while volunteering.

7.3 The District shall provide further guidance on implementing a distance learning program for school counselors, social workers, and nurses.

7.3.1. Such guidance shall not contravene the terms of this MOU and the CBA.

8. Special Education

8.1. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide an equitable and appropriate education for students with special needs.

8.2. To the maximum extent possible, unit members who provide special education services and/or instruction will provide continuity of educational services through a variety of distance learning resources as appropriate so that the students have access to the same learning opportunities as their general education peers, during the COVID-19 pandemic.

8.3. The District shall provide secure distance learning tools, including training specific to rules and laws governing IEP meetings, to hold any necessary IEP meetings, and to meet and collaborate on IEPs.

8.4. The District shall provide further guidance on completing IEP assessments, writing IEPs, and implementing the special education program in the distance learning model.

8.4.1. Such guidance shall not contravene the terms of this MOU and the CBA.

9. Evaluation and Discipline

Certificated Staff Evaluations

9.1 It is recognized that staff is developing and experimenting with distance learning lessons, instruction, and/or services during this pandemic. As such, unit members shall not be evaluated or disciplined based on the method of delivery, or quality of instruction

and services provided through the various distance learning modalities; this provision does not apply to employee misconduct, and/or violations of policy or law.

Certificated Staff Evaluations

- 9.2 For certificated staff, administrators will electronically provide Summary Evaluations by May 15th.
- 9.2.1 Summary Evaluation ratings will follow guidance from section 16.25 of the Certificated Contract, with the following changes and clarifications:
 - 9.2.1.1 Summary Evaluations will be provided by May 15th to unit members and the only written feedback included shall be the written feedback provided to the unit members prior to March 16th.
 - 9.2.1.2 Evidence and feedback collected regarding the unit member's performance related to the CSTPs during the implementation of distance learning may be shared with the unit member informally but shall not be a part of the summary evaluation for the 2019-2020 school year; this feedback shall not be admissible in a unit member's personnel file.
 - 9.2.1.3 Short form Summary Evaluations will be completed and provided to the unit members by May 15th.
 - 9.2.1.4 If no observations/pre-assessments have been completed for a unit member on cycle prior to March 16th, and no WCPRs or WPRs have been provided to the unit member, the administrator will not complete a Summary Evaluation, and the unit member will be back on cycle for the 2020-2021 school year. This will now become the unit member's evaluation cycle.

Classified Staff Evaluations

- 9.2 For classified staff, unit members will follow provisions from article 7 of the Classified Contract with the following changes and clarifications:
 - 9.3.1 Classified staff will receive an annual evaluation, no later than 10 days prior to the end of the school year, that is based on the unit member's performance prior to March 16th.
 - 9.3.2 Supervisors will meet, by phone or video call, with the probationary unit member to discuss performance from the date of hire up to March 16th. Following the discussion, a formal, written evaluation will be submitted to the unit member 10 days before the end of the school year.

- 9.3.3 If the District moves forward with Summer School in 2020, UESF classified applicants who do not have recent evaluations can request an evaluation of their performance up to March 16th or that a letter of recommendation be completed by their supervisor.
- 9.4 Disciplinary action will comply with the established process, but shall not be initiated against any unit member for inappropriate or unprofessional actions or situations that arise during any distance learning instruction except for any unprofessional behavior done by the unit member directly. Unit members shall not be held liable or responsible for any unprofessional or inappropriate action done by anyone other than themselves during distance learning instruction.
- 9.5 When a unit member notifies an administrator of any inappropriate or unprofessional action done by someone during distance learning instruction, the administrator shall provide support and assistance to the unit member as necessary to maintain a safe and supportive distance learning environment for students and unit members.

10. Miscellaneous/Other Provisions

10.1. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 2 workdays' notice to all unit members to prepare for the return to worksites.

10.2. In the event that any bargaining unit member is directed or required to report to a school or worksite during the period of time that a Local, State or Federal agency directs employees to be absent from a school or worksite, SFUSD shall take all appropriate health and safety measures for decontamination and sanitation before any unit members are required to return to the worksite. The pay and conditions, including social distancing protocol and an explanation for the necessity for presence at a school or worksite, for this requirement, shall be negotiated by UESF and SFUSD

10.3 Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this agreement with mutual consent.

10.4 This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or UESF reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 and 2020-2021 school years.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

For the District

For United Educators of San Francisco

Carmelo Sgarlato 4/13/2020

Susan Solomon 4/13/20